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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

ORACLE USA, INC., et al.,

Plaintiffs,

v.

SAP AG, et al.,

Defendants.

Case No. 07-CV-1658 PJH (EDL)

**DEFENDANTS' SPECIAL VERDICT  
FORM**

1 Defendants submit the attached proposed special verdict form in accordance with the  
2 Court's May 5, 2008 Case Management and Pretrial Order. See D.I. 84. The attached proposed  
3 special verdict form is based on the claims and defenses currently asserted in this case and may be  
4 updated in light of the parties' ongoing efforts to streamline trial and depending on the Court's  
5 rulings on pending motions for summary judgment, motions in limine and *Daubert* motions, as  
6 well as confirmation of the copyright registrations and alleged contracts Plaintiffs will actually  
7 pursue at trial.

8 Dated: August 5, 2010

Respectfully submitted,

9 Jones Day

10  
11 By: /s/ Tharan Gregory Lanier  
12 Tharan Gregory Lanier

13 Attorneys for Defendants  
14 SAP AG, SAP AMERICA, INC., and  
15 TOMORROWNOW, INC.  
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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

ORACLE USA, INC., ORACLE  
INTERNATIONAL CORP., ORACLE EMEA  
LIMITED, and SIEBEL SYSTEMS, INC.

Plaintiffs,

v.

TOMORROWNOW, INC., SAP AMERICA,  
INC., AND SAP AG

Defendants.

Case No. 07-CV-1658 PJH (EDL)

**SPECIAL VERDICT FORM**

**This Special Verdict Form has a list of questions that you, the jury in the above-entitled action, must answer. You must follow the instructions of the Court in answering these questions and must use the form carefully. The form will tell you what to do after each question.**

**We, the jury in the above-entitled action, find the following special verdict on the questions submitted to us:**

**Copyright**

1. Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, that each of the following listed registrations copyright a work that is an “original work of authorship” as the term “original work of authorship” is defined in the Court’s instructions? Indicate the placing an “x” in the appropriate box.

[Table of registrations actually asserted at trial.]

If your answer is yes for any of registrations listed above, then proceed to the following question.

If your answer is no for all of the registrations listed above, then proceed to question 47.

2. Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, that each of the following listed registrations copyright a work that contains “copyrightable subject matter” as the term “copyrightable subject matter” is defined in the Court’s instructions?

[Table of registrations actually asserted at trial.]

If your answer is yes for any of registrations listed above, then proceed to the following question.

If your answer is no for all of the registrations listed above, then proceed to question 47.

3. Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, that Oracle International Corp. is the author of the works copyrighted by each of each of the following copyright registrations, as the term “author” is defined in the Court’s instructions?

[Table of registrations actually asserted at trial.]

If your answer is yes for all of registrations listed above, then proceed to question 5.

If your answer is no for any of the registrations listed above, then proceed to the following question.

4. Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, that Oracle International Corp. is an assignee of the rights to each of the following copyright registrations, as the term “assignee” is defined in the Court’s instructions?

[Table of registrations actually asserted at trial.]

If your answer is yes for any of registrations listed above, then proceed to the following question.

If your answer is no for all of the registrations listed above, then proceed to question 47.

5. Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, that TomorrowNow, Inc. copied protected elements of the works copyrighted by each of the following copyright registrations, as the term “copying” is defined in the Court’s instructions?

[Table of registrations actually asserted at trial.]

If your answer is yes for any of registrations listed above, then proceed to the following question.

If your answer is no for all of the registrations listed above, then proceed to question 47.

6. Do you find that defendants have proved, by a preponderance of the evidence, that TomorrowNow, Inc. copied protected elements of the works copyrighted by each of the following copyright registrations with in conformance with a valid license, as the term “license” is defined in the Court’s instructions?

[Table of registrations actually asserted at trial.]

If your answer is yes for all of registrations listed above, then proceed to question 47.

If your answer is no for any of the registrations listed above, then proceed to the following question.

7. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle International Corp. failed to bring its claim within three years of the infringement of works copyrighted by each of the following copyright registrations?

[Table of registrations actually asserted at trial.]

If your answer is yes for any of registrations listed above, then proceed to the following question.

If your answer is no for all of the registrations listed above, then proceed to question 10.

8. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle International Corp. failed to bring its claim within three years of discovering the infringement of the works copyrighted by each of the following copyright registrations?

[Table of registrations actually asserted at trial.]

If your answer is yes for all of registrations listed above, then proceed to question 47.

If your answer is no for any of the registrations listed above, then proceed to the following question.

9. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle International Corp. failed to bring its claim within three years of when a reasonable person would have discovered the infringement of the works copyrighted by each of the following copyright registrations?

[Table of registrations actually asserted at trial.]

If your answer is yes for all of registrations listed above, then proceed to question 47.

If your answer is no for any of the registrations listed above, then proceed to the following question.

10. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle International Corp. relinquished its rights with respect to the alleged infringement of its copyrights?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, then proceed to question 47.

If your answer is no, then proceed to the following question.

11. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle International Corp. engaged in unreasonable delay in bringing its infringement claims?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, then proceed to the following question.

If your answer is no, then proceed to question 13.

12. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle International Corp.'s unreasonable delay caused prejudice to defendants?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, then proceed to question 47.

If your answer is no, then proceed to the following question.

13. Do you find that defendants have proved, by a preponderance of the evidence, that each of the following copyright registrations were not filed within three months of the infringing conduct?

[Table of registrations actually asserted at trial.]

If your answer is yes for any of registrations listed above, then proceed to the following question.

If your answer is no for all of the registrations listed above, then proceed to question 15.

14. Do you find that defendants have proved, by a preponderance of the evidence, that each of the following copyright registrations were not filed within three months after the first publication of the infringing works?

[Table of registrations actually asserted at trial.]

Proceed to the following question.

15. Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, that any employees, agents, directors or officers of SAP America, Inc. learned of TomorrowNow, Inc.'s conduct with regard to each of the following copyright registrations after it occurred?

[Table of registrations actually asserted at trial.]

If your answer is yes for any of registrations listed above, then proceed to the following question.

If your answer is no for any of registrations listed above, then proceed to question 17.

16. Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, that one or more SAP America, Inc.'s employees, agents, directors or officers, acting within the scope of his/her/their authority, as "scope of authority" is defined in the Court's instructions, on behalf of SAP America, Inc., approved TomorrowNow Inc.'s conduct and the basis for it with regard to the following registrations?

[Table of registrations actually asserted at trial.]

Proceed to the following question.

17. Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, that any employees, agents, directors or officers of SAP AG learned of TomorrowNow, Inc.'s conduct with regard to each of the following copyright registrations after it occurred?

[Table of registrations actually asserted at trial.]

If your answer is yes for any of registrations listed above, then proceed to the following question.

If your answer is no for all of registrations listed above, then proceed to question 19.

18. Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, that one or more SAP AG's employees, agents, directors or officers, acting within the scope of his/her/their authority, as "scope of authority" is defined in the Court's instructions, on behalf of SAP America, Inc., approved TomorrowNow Inc.'s conduct and the basis for it with regard to the following registrations?

[Table of registrations actually asserted at trial.]

Proceed to the following question.

19. Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, that SAP America, Inc. knew or had reason to know of TomorrowNow, Inc.'s infringement of the works copyrighted by each of the following copyright registrations?

[Table of registrations actually asserted at trial.]

If your answer is yes for any of the registrations listed above, proceed to the following question.

If your answer is no for all of the registrations listed above, proceed to question 22.

20. Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, that SAP America, Inc. materially contributed to TomorrowNow, Inc.'s infringement of the works copyrighted by each of the following copyright registrations?

[Table of registrations actually asserted at trial.]

If your answer is yes for all of registrations listed above, then proceed to question 22.

If your answer is no for any of registrations listed above, then proceed to the following question.



21. Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, that SAP America, Inc. intentionally induced TomorrowNow, Inc.'s infringement of the works copyrighted by each of the following copyright registrations?

[Table of registrations actually asserted at trial.]

Proceed to the following question.

22. Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, that SAP AG knew or had reason to know of TomorrowNow, Inc.'s infringement of the works copyrighted by each of the following copyright registrations?

[Table of registrations actually asserted at trial.]

If your answer is yes for any of the registrations listed above, proceed to the following question.

If your answer is no for all of the registrations listed above, proceed to question 25.

23. Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, that SAP AG materially contributed to TomorrowNow, Inc.'s infringement of the works copyrighted by each of the following copyright registrations?

[Table of registrations actually asserted at trial.]

If your answer is yes for all of registrations listed above, then proceed to question 25.

If your answer is no for any of registrations listed above, then proceed to the following question.

24. Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, that SAP AG intentionally induced TomorrowNow, Inc.'s infringement of the works covered by each of the following copyright registrations?

[Table of registrations actually asserted at trial.]

Proceed to the following question.

25. Has Oracle International Corp. proved, by a preponderance of the evidence, that there is a causal relationship between the infringement and TomorrowNow, Inc.'s gross revenue?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 30.

26. What did Oracle International Corp. prove, by a preponderance of the evidence, was TomorrowNow, Inc.'s gross revenue from the use or sale of works that were infringed?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to following question.

27. What did Oracle International Corp. prove, by a preponderance of the evidence, TomorrowNow, Inc.'s profits attributable to the infringement were?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to following question.

28. What portion of TomorrowNow, Inc.'s profits did TomorrowNow, Inc. prove, by a preponderance of the evidence, was not attributable to the infringement?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to following question.

29. What is the dollar amount of TomorrowNow, Inc.'s profits that Oracle International Corp. is entitled to?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to following question.

30. Has Oracle International Corp. proved, by a preponderance of the evidence, that there is a causal relationship between the infringement and SAP America, Inc.'s gross revenue?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 35.

31. What did Oracle International Corp. prove, by a preponderance of the evidence, was SAP America, Inc.'s gross revenue from the use or sale of works that were infringed?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to following question.

32. What did Oracle International Corp. prove, by a preponderance of the evidence, SAP America, Inc.'s profits attributable to the infringement were?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to following question.

33. What portion of SAP America, Inc.'s profits did SAP America, Inc. prove, by a preponderance of the evidence, was not attributable to the infringement?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to following question.

34. What is the dollar amount of SAP America, Inc.'s profits that Oracle International Corp. is entitled to?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to following question.

35. Has Oracle International Corp. proved, by a preponderance of the evidence, that there is a causal relationship between the infringement and SAP AG's gross revenue?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 40.

36. What did Oracle International Corp. prove, by a preponderance of the evidence, was SAP AG's gross revenue from the use or sale of works that were infringed?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to following question.

37. What did Oracle International Corp. prove, by a preponderance of the evidence, SAP AG's profits attributable to the infringement were?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to following question.

38. What portion of SAP AG's profits did SAP AG prove, by a preponderance of the evidence, was not attributable to the infringement?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to following question.

39. What is the dollar amount of SAP AG's profits that Oracle International Corp. is entitled to?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to following question.

40. Has Oracle International Corp. proved, by a preponderance of the evidence, that it suffered harm it would not have suffered but for TomorrowNow, Inc.'s infringing conduct, as "but for" is defined in the Court's instructions?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 47.

41. Has Oracle International Corp. proved, by a preponderance of the evidence, that it is entitled to copyright damages from TomorrowNow, Inc. in the form of a fair market value license?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

42. Has Oracle International Corp. proved, by a preponderance of the evidence, that it is entitled to copyright damages from SAP America, Inc. in the form of a fair market value license?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

43. Has Oracle International Corp. proved, by a preponderance of the evidence, that it is entitled to copyright damages from SAP AG in the form of a fair market value license?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes to any of questions 41-43 above, proceed to the following question.

If your answer is no to all of the questions 41-43 above, proceed to question 47.

44. What is the amount that Oracle International Corp. has proved, by a preponderance of the evidence, to be the amount of a fair market value license for the infringed works?

Fill in the amount:

\$ \_\_\_\_\_

Proceed to following question.

45. If you find that Oracle International Corp. has proved, by a preponderance of the evidence, that TomorrowNow, Inc. engaged in copyright infringement and thus caused Oracle International Corp. damage, do you find that defendants have proved, by a preponderance of the evidence, that Oracle International Corp. failed to mitigate its damages, as “mitigate” is defined in the Court’s instructions?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 47.

46. Given Oracle International Corp.’s failure to mitigate its damages, what is the dollar amount of damages that Oracle International Corp. is entitled to for TomorrowNow, Inc.’s copyright infringement?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to the following question.

### **Computer Fraud and Abuse Act**

Do you find that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, each of the following?

47. Did TomorrowNow, Inc. intentionally access a computer in violation of 18 U.S.C. 1030(a)(2)(C)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 53.

48. Did TomorrowNow, Inc. access a computer without authorization in violation of 18 U.S.C. 1030(a)(2)(C)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 50.

If your answer is no, proceed to the following question.

49. Did TomorrowNow, Inc. access a computer in excess of authorized access in violation of 18 U.S.C. 1030(a)(2)(C)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 53.

50. Did TomorrowNow, Inc. obtain information from a computer used in or affecting interstate or foreign commerce or communication in violation of 18 U.S.C. 1030(a)(2)(C)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 53.

51. Did Oracle International Corp. suffer an aggregated loss of at least \$5,000 during any one-year period as a result of TomorrowNow, Inc.'s violation of 18 U.S.C. 1030(a)(2)(C)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

52. Did Oracle USA suffer an aggregated loss of at least \$5,000 during any one-year period as a result of TomorrowNow, Inc.'s violation of 18 U.S.C. 1030(a)(2)(C)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

53. Did TomorrowNow, Inc. knowingly access a computer used in or affecting interstate or foreign commerce or communication in violation of 18 U.S.C. 1030(a)(4)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 61.

54. Did TomorrowNow, Inc. knowingly access a computer used in or affecting interstate or foreign commerce or communication without authorization in violation of 18 U.S.C. 1030(a)(4)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 56.

If your answer is no, proceed to the following question.

55. Did TomorrowNow, Inc. knowingly access a computer used in or affecting interstate or foreign commerce or communication in excess of authorized access in violation of 18 U.S.C. 1030(a)(4)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 61.

56. Did TomorrowNow, Inc. commit this conduct with intent to defraud in violation of 18 U.S.C. 1030(a)(4)?



\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 61.

57. Did TomorrowNow, Inc.'s conduct further the intended fraud in violation of 18 U.S.C. 1030(a)(4)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 61.

58. By TomorrowNow, Inc.'s conduct, did defendant \_\_\_\_\_ obtain something of value in violation of 18 U.S.C. 1030(a)(4)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 61.

59. Did Oracle International Corp. suffer an aggregated loss of at least \$5,000 during any one-year period as a result of TomorrowNow, Inc.'s violation of 18 U.S.C. 1030(a)(4)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

60. Did Oracle USA suffer an aggregated loss of at least \$5,000 during any one-year period as a result of TomorrowNow, Inc.'s violation of 18 U.S.C. 1030(a)(4)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

61. Did TomorrowNow, Inc. knowingly caused the transmission of a program, information, code, or command in violation of 18 U.S.C. 1030(a)(5)(A)(i)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 67.

62. Did TomorrowNow, Inc. intentionally cause damage in violation of 18 U.S.C. 1030(a)(5)(A)(i)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 67.

63. Did TomorrowNow, Inc. cause damage to a computer used in interstate or foreign commerce or communication in violation of 18 U.S.C. 1030(a)(5)(A)(i)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 67.

64. Did TomorrowNow, Inc. cause damage without authorization in violation of 18 U.S.C. 1030(a)(5)(A)(i)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 67.

65. Did Oracle International Corp. suffer an aggregated loss of at least \$5,000 during any one-year period as a result of TomorrowNow, Inc.'s violation of 18 U.S.C. 1030(a)(5)(A)(i)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

66. Did Oracle USA suffer an aggregated loss of at least \$5,000 during any one-year period as a result of TomorrowNow, Inc.'s violation of 18 U.S.C. 1030(a)(5)(A)(i)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

67. Did TomorrowNow, Inc. intentionally access a computer used in interstate or foreign commerce or communication in violation of 18 U.S.C. 1030(a)(5)(A)(ii)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 73.

68. Did TomorrowNow, Inc. access a computer used in interstate or foreign commerce or communication without authorization in violation of 18 U.S.C. 1030(a)(5)(A)(ii)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 73.

69. Did TomorrowNow, Inc. recklessly cause damage in violation of 18 U.S.C. 1030(a)(5)(A)(ii)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 73.

70. Did Oracle International Corp. suffer an aggregated loss of at least \$5,000 during any one-year period as a result of TomorrowNow, Inc.'s violation of 18 U.S.C. 1030(a)(5)(A)(ii)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

71. Did Oracle USA suffer an aggregated loss of at least \$5,000 during any one-year period as a result of TomorrowNow, Inc.'s violation of 18 U.S.C. 1030(a)(5)(A)(ii)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

72. Did TomorrowNow, Inc. intentionally access a computer used in interstate or foreign commerce or communication in violation of 18 U.S.C. 1030(a)(5)(A)(iii)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 77.

73. Did TomorrowNow, Inc. intentionally access a computer used in interstate or foreign commerce or communication without authorization in violation of 18 U.S.C. 1030(a)(5)(A)(iii)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 77.

74. Did TomorrowNow, Inc. cause damage in violation of 18 U.S.C. 1030(a)(5)(A)(iii)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 77.

75. Did Oracle International Corp. suffer an aggregated loss of at least \$5,000 during any one-year period as a result of TomorrowNow, Inc.'s violation of 18 U.S.C. 1030(a)(5)(A)(iii)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

76. Did Oracle USA suffer an aggregated loss of at least \$5,000 during any one-year period as a result of TomorrowNow, Inc.'s violation of 18 U.S.C. 1030(a)(5)(A)(iii)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If you found that Oracle USA, Inc. and Oracle International Corp. proved, by a preponderance of the evidence, that TomorrowNow, Inc. violated section 1030(a)(2)(C), 1030(a)(4), 1030(a)(5)(A)(i), 1030(a)(5)(A)(ii), or 1030(a)(5)(A)(iii) of the Computer Fraud and Abuse Act, please proceed to the following question.

If you found that Oracle USA, Inc. and Oracle International Corp. failed to prove, by a preponderance of the evidence, that TomorrowNow, Inc. violated section 1030(a)(2)(C), 1030(a)(4), 1030(a)(5)(A)(i), 1030(a)(5)(A)(ii), or 1030(a)(5)(A)(iii) of the Computer Fraud and Abuse Act, please proceed to question 95.

77. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. and Oracle International Corp. failed to bring this claim within two years of TomorrowNow, Inc.'s wrongful access of a computer?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, then proceed to the following question.

If your answer is no, then proceed to question 80.

78. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. and Oracle International Corp. failed to bring this claim within two years of Oracle USA, Inc. and Oracle International Corp.'s discovery of defendant TomorrowNow, Inc.'s wrongful access of a computer?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to this question is yes, then proceed to question 95

If your answer is no, proceed to the following question.

79. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. and Oracle International Corp. failed to bring this claim within two years of when a reasonable person would have discovered TomorrowNow, Inc.'s wrongful access of a computer?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 95.

If your answer is no, proceed to the following question.

80. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. and Oracle International Corp. engaged in unreasonable delay in bringing a claim under the Computer Fraud and Abuse Act?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 82.

81. Do you find that defendants have proved, by a preponderance of the evidence, that this unreasonably delay caused prejudice to the defendants?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 95.

If your answer is no, proceed to the following question.

82. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. and Oracle International Corp. relinquished their right to exclude others from accessing a computer used in or affecting interstate or foreign commerce or communication?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 95.

If your answer is no, proceed to the following question.

83. Do you find that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, that SAP America, Inc. directed TomorrowNow, Inc.'s wrongful access of a computer?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

84. Do you find that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, that SAP AG directed TomorrowNow, Inc.'s wrongful access of a computer?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

85. Do you find that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, that they are entitled to damages for violation of section 1030(a)(2)(C) of the Computer Fraud and Abuse Act?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 87.

86. What is the dollar amount of damage that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, to have suffered as a result of section 1030(a)(2)(C) violation?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to the following question.

87. Do you find that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, that they are entitled to damages for violation of section 1030(a)(4) of the Computer Fraud and Abuse Act?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 89.

88. What is the dollar amount of damage that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, to have suffered as a result of the section 1030(a)(4) violation?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to the following question.

89. Do you find that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, that they are entitled to damages for violation of section 1030(a)(5)(A)(i) of the Computer Fraud and Abuse Act?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 91.



90. What is the dollar amount of damage that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, to have suffered as a result of section 1030(a)(5)(A)(i) violation?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to the following question.

91. Do you find that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, that they are entitled to damages for violation of section 1030(a)(5)(A)(ii) of the Computer Fraud and Abuse Act?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 93.

92. What is the dollar amount of damage that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, to have suffered as a result of section 1030(a)(5)(A)(ii) violation?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to the following question.

93. Do you find that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, that they are entitled to damages for violation of section 1030(a)(5)(A)(iii) of the Computer Fraud and Abuse Act?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 95.

94. What is the dollar amount of damage that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, to have suffered as a result of section 1030(a)(5)(A)(iii) violation?

Fill in the dollar amount:

\$ \_\_\_\_\_

**Computer Data Access and Fraud Act**

Do you find that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, each of the following?

95. Did TomorrowNow, Inc. knowingly access data in violation of Cal. Penal Code section 502(c)(2)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 100.

96. Did TomorrowNow, Inc. knowingly access data without permission in violation of Cal. Penal Code section 502(c)(2)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 100.

97. Did TomorrowNow, Inc. take, copy or make use of the data from a computer, computer system, or computer network in violation of Cal. Penal Code section 502(c)(2)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 100.

If your answer is no, proceed to the following question.

98. Did TomorrowNow, Inc. take or copy any supporting documentation, whether existing or residing internal or external to a computer, computer system, or computer network in violation of Cal. Penal Code section 502(c)(2)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 100.

99. Did Oracle USA, Inc. and Oracle International Corp. suffer damage or loss thereby in violation of Cal. Penal Code section 502(c)(2)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

100. Did TomorrowNow, Inc. use or cause to be used computer services in violation of Cal. Penal Code section 502(c)(3)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 103.

101. Did TomorrowNow, Inc. use or cause to be used computer services knowingly and without permission in violation of Cal. Penal Code section 502(c)(3)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 103.

102. Did Oracle USA, Inc. and Oracle International Corp. suffer damage or loss thereby in violation of Cal. Penal Code section 502(c)(3)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

103. Did TomorrowNow, Inc. provide or assist in providing a means of accessing a computer, computer system, or computer network in violation of Cal. Penal Code section 502(c)(6)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 105.

104. Did TomorrowNow, Inc. provide or assist in providing a means of accessing a computer, computer system, or computer network knowingly and without permission in violation of Cal. Penal Code section 502(c)(6)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 105.

105. Did Oracle USA, Inc. and Oracle International Corp. suffer damage or loss thereby in violation of Cal. Penal Code section 502(c)(6)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

106. Did TomorrowNow, Inc. access or cause to be accessed any computer, computer system, or computer network in violation of Cal. Penal Code section 502(c)(7)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 109.

107. Did TomorrowNow, Inc. access or cause to be accessed any computer, computer system, or computer network knowingly and without permission in violation of Cal. Penal Code section 502(c)(7)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 109.

108. Did Oracle USA, Inc. and Oracle International Corp. suffer damage or loss thereby in violation of Cal. Penal Code section 502(c)(7)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

If you found that Oracle USA, Inc. and Oracle International Corp. proved, by a preponderance of the evidence, that TomorrowNow, Inc. violated section 502(c)(2), 502(c)(3), 502(c)(6), or 502(c)(7), please proceed to the following question.

If you found that Oracle USA, Inc. and Oracle International Corp. failed to prove, by a preponderance of the evidence, that TomorrowNow, Inc. violated section 502(c)(2), 502(c)(3), 502(c)(6), or 502(c)(7), please proceed to question 125.

109. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. and Oracle International Corp. failed to bring this claim within three years of TomorrowNow, Inc.'s actions as outlined above?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to this question is yes, then proceed to the following question.

If your answer is no, proceed to question 112.

110. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. and Oracle International Corp. failed to bring this claim within three years of

Oracle USA, Inc. and Oracle International Corp.'s discovery of TomorrowNow, Inc.'s actions?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to this question is yes, then proceed to question 125.

If your answer is no, proceed to the following question.

111. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. and Oracle International Corp. failed to bring this claim within three years of when a reasonable person would have discovered TomorrowNow, Inc.'s actions?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to this question is yes, then proceed to question 125.

If your answer is no, proceed to the following question.

112. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. and Oracle International Corp. engaged in unreasonable delay in bringing a claim under the Computer Data Access and Fraud Act?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 114.

113. Do you find that defendants have proved, by a preponderance of the evidence, that this unreasonably delay caused prejudice to the defendants?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 125.

If your answer is no, proceed to the following question.

114. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. and Oracle International Corp. relinquished their right to exclude others from accessing data from a computer, computer system, or computer network?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 125.

If your answer is no, proceed to the following question.

115. Do you find that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, that SAP America, Inc. induced, caused, directed or materially contributed to TomorrowNow, Inc.'s wrongful conduct?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

116. Do you find that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, that SAP AG induced, caused, directed or materially contributed to TomorrowNow, Inc.'s wrongful conduct?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

117. Do you find that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, that it is entitled to damages for violation of section (c)(2) of the Computer Data Access and Fraud Act?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 119.

118. What is the dollar amount of damage that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, to have suffered as a result of the section (c)(2) violation?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to the following question.

119. Do you find that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, that it is entitled to damages for violation of section (c)(3) of the Computer Data Access and Fraud Act?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 121.

120. What is the dollar amount of damage that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, to have suffered as a result of the section (c)(3) violations?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to the following question.

121. Do you find that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, that it is entitled to damages for violation of section (c)(6) of the Computer Data Access and Fraud Act?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 123.

122. What is the dollar amount of damage that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, to have suffered as a result of the section (c)(6) violation?

Fill in the dollar amount:



\$ \_\_\_\_\_

Proceed to the following question.

123. Do you find that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, that it is entitled to damages for violation of section (c)(7) of the Computer Data Access and Fraud Act?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, then proceed to question 125.

124. What is the dollar amount of damage that Oracle USA, Inc. and Oracle International Corp. have proved, by a preponderance of the evidence, to have suffered as a result of the section (c)(7) violation?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to the following question.

### **Breach of Contract**

Do you find that Oracle USA, Inc. has proved, by a preponderance of the evidence, each of the following?

125. Did Oracle USA, Inc. and TomorrowNow, Inc. entered into any of the following contracts?

[Plaintiffs have declined Defendants' request to specify which contracts it will assert at trial. Table of each contract asserted at trial.]

If your answer is yes for any of the contracts listed above, proceed to the following question.

If your answer is no for all of the contracts listed above, proceed to question 138.

126. Did Oracle USA, Inc. do all or substantially all, of the significant things that the contract required Oracle USA, Inc. to do?

[Table of each contract asserted at trial.]

If your answer is yes for all of the contracts listed above, proceed to question 128.

If your answer is no for any of the contracts listed above, proceed to the following question.

127. For the contracts for which Oracle USA, Inc. failed to do all or substantially all of the significant things that the contracts required it to do, was Oracle USA, Inc. excused from having to do all or substantially all, of the significant things that the contract required Oracle USA, Inc. to do?

[Table of each contract asserted at trial.]

If your answer is yes for any of the contracts listed above, proceed to the following question.

If your answer is no for all of the contracts listed to questions 126 and 127 above, proceed to question 138.

128. Did all the conditions occur that were required for TomorrowNow, Inc.'s performance?

[Table of each contract asserted at trial.]

If your answer is yes for any of the contracts listed above, proceed to the following question.

If your answer is no for all of the contracts listed above, proceed to question 138.

129. Did TomorrowNow, Inc. fail to do something that the contract required TomorrowNow, Inc. to do?

[Table of each contract asserted at trial.]

If your answer is yes for any of the contracts listed above, proceed to the following question.

If your answer is no for all of the contracts listed above, proceed to question 138.

130. Was Oracle USA, Inc. harmed by that failure?

[Table of each contract asserted at trial.]

If your answer is yes for any of the contracts listed above, proceed to the following question.

If your answer is no for all of the contracts listed above, proceed to question 138.

131. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. failed to bring this claim within four years of TomorrowNow, Inc.'s breach of the following contracts?

[Table of each contract asserted at trial.]

If your answer is yes for any of the contracts listed above, proceed to the following question.

If your answer is no for all of the contracts listed above, proceed to question 134.

132. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. failed to bring this claim within four years of Oracle USA, Inc.'s discovery of TomorrowNow, Inc.'s breach of the following contracts?

[Table of each contract asserted at trial.]

If your answer is yes for all of the contracts listed above, proceed to question 136.

If your answer is no for any of the contracts listed above, proceed to the following question.

133. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. failed to bring this claim within four years of when a reasonable person would have discovered TomorrowNow, Inc.'s breach of the following contracts?

[Table of each contract asserted at trial.]

If your answer is yes for all of the contracts listed above, proceed to question 136.

If your answer is no for any of the contracts listed above, proceed to the following question.

134. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. engaged in unreasonable delay in bringing a claim for breach of contract?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 136.

135. Do you find that defendants have proved, by a preponderance of the evidence, that this unreasonably delay caused prejudice to the defendants?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 138.

If your answer is no, proceed to the following question.

136. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. relinquished its right to enforce the asserted contracts?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 138.

If your answer is no, proceed to the following question.

137. What is the dollar amount of damage that Oracle USA, Inc. has proved, by a preponderance of the evidence, to have suffered as a result of the breach of contract by TomorrowNow, Inc. of the following contracts?

[Table of each contract asserted at trial.]

Proceed to the following question.

### **Intentional Interference with Prospective Economic Advantage**

Do you find that Oracle EMEA Limited has proved, by a preponderance of the evidence, each of the following?

138. Did Oracle EMEA Limited have an economic relationship with a third party that probably would have resulted in a benefit to Oracle EMEA Limited?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 155.

139. Did TomorrowNow, Inc. know of the relationship?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 155.

140. Did TomorrowNow, Inc. intend to disrupt the relationship?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 155.

141. Did TomorrowNow, Inc. engage in wrongful conduct independent of the interference itself?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 155.

142. Was the relationship between Oracle EMEA Limited and the third party disrupted?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 155.

143. Was TomorrowNow, Inc.'s wrongful conduct a substantial factor in causing harm to Oracle EMEA Limited?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 155.

144. Do you find that Oracle EMEA Limited has proved, by a preponderance of the evidence, that the injuries it sustained from TomorrowNow, Inc.'s intentional interference were sustained in California?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the question 146.

If your answer is no, proceed to the following question.

145. Do you find that Oracle EMEA Limited has proved, by a preponderance of the evidence, that TomorrowNow, Inc.'s intentional interference occurred in California?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 155.

146. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle EMEA Limited failed to bring this claim within two years of TomorrowNow, Inc.'s interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 149.

147. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle EMEA Limited failed to bring this claim within two years of Oracle EMEA Limited's discovery of TomorrowNow, Inc.'s interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 155.

If your answer is no, proceed to the following question.

148. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle EMEA Limited failed to bring this claim within two years of when a reasonable person would have discovered TomorrowNow, Inc.'s interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 155.

If your answer is no, proceed to the following question.

149. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle EMEA Limited engaged in unreasonable delay in bringing a claim for intentional interference with prospective economic advantage?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 151.

150. Do you find that defendants have proved, by a preponderance of the evidence, that this unreasonably delay caused prejudice to the defendants?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 155.

If your answer is no, proceed to the following question.

151. If you found the Oracle EMEA Limited proved, by a preponderance of the evidence, that it had an expectation of and a right to prospective economic benefit, do you find that defendants have proved, by a preponderance of the evidence, that Oracle EMEA Limited relinquished this right?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 155.

If your answer is no, proceed to the following question.

152. Do you find that Oracle EMEA Limited has proved, by a preponderance of the evidence, that SAP America, Inc. induced, caused, directed or materially contributed to TomorrowNow, Inc.'s intentional interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

153. Do you find that Oracle EMEA Limited has proved, by a preponderance of the evidence, that SAP AG induced, caused, directed or materially contributed to TomorrowNow, Inc.'s intentional interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

154. What is the dollar amount of damage that Oracle EMEA Limited has proved, by a preponderance of the evidence, to have suffered as a result of the intentional interference by TomorrowNow, Inc.?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to the following question.



Do you find that Oracle USA, Inc. has proved, by a preponderance of the evidence, each of the following?

155. Did Oracle USA, Inc. have an economic relationship with a third party that probably would have resulted in a benefit to Oracle USA, Inc.?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 170.

156. Did TomorrowNow, Inc. know of the relationship?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 170.

157. Did TomorrowNow, Inc. intend to disrupt the relationship?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 170.

158. Did TomorrowNow, Inc. engage in wrongful conduct independent of the interference itself?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 170.

159. Was the relationship between Oracle USA, Inc. and the third party disrupted?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 170.

160. Was TomorrowNow, Inc.'s wrongful conduct a substantial factor in causing harm to Oracle USA, Inc.?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 170.

161. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. failed to bring this claim within two years of TomorrowNow, Inc.'s interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 164.

162. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. failed to bring this claim within two years of Oracle USA, Inc.'s discovery of TomorrowNow, Inc.'s interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 170.

If your answer is no, proceed to the following question.

163. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. failed to bring this claim within two years of when a reasonable person would have discovered TomorrowNow, Inc.'s interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 170.

If your answer is no, proceed to the following question.

164. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. engaged in unreasonable delay in bringing a claim for intentional interference with prospective economic advantage?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 166.

165. Do you find that defendants have proved, by a preponderance of the evidence, that this unreasonably delay caused prejudice to the defendants?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 170.

If your answer is no, proceed to the following question.

166. If you found the Oracle USA, Inc. proved, by a preponderance of the evidence, that it had an expectation of and a right to prospective economic benefit, do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. relinquished this right?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 170.

If your answer is no, proceed to the following question.

167. Do you find that Oracle USA, Inc. has proved, by a preponderance of the evidence, that SAP America, Inc. induced, caused, directed or materially contributed to TomorrowNow, Inc.'s intentional interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

168. Do you find that Oracle USA, Inc. has proved, by a preponderance of the evidence, that SAP AG induced, caused, directed or materially contributed to TomorrowNow, Inc.'s intentional interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

169. What is the dollar amount of damage that Oracle USA, Inc. has proved, by a preponderance of the evidence, to have suffered as a result of the intentional interference by TomorrowNow, Inc.?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to the following question.

Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, each of the following?

170. Did Oracle International Corp. have an economic relationship with a third party that probably would have resulted in a benefit Oracle International Corp.?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 185.

171. Did TomorrowNow, Inc. know of the relationship?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 185.

172. Did TomorrowNow, Inc. intend to disrupt the relationship?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 185.

173. Did TomorrowNow, Inc. engage in wrongful conduct independent of the interference itself?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 185.

174. Was the relationship between Oracle International Corp. and the third party disrupted?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 185.

175. Was TomorrowNow, Inc.'s wrongful conduct a substantial factor in causing harm to Oracle International Corp.?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 185.

176. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle International Corp. failed to bring this claim within two years of TomorrowNow, Inc.'s interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes proceed to the following question.

If your answer is no, proceed to question 179.

177. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle International Corp. failed to bring this claim within two years of Oracle International Corp.'s discovery of TomorrowNow, Inc.'s interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 185.

If your answer is no, proceed to the following question.

178. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle International Corp. failed to bring this claim within two years of when a reasonable person would have discovered TomorrowNow, Inc.'s interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 185.

If your answer is no, proceed to the following question.

179. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle International Corp. engaged in unreasonable delay in bringing a claim of intentional interference with prospective economic advantage?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 181.

180. Do you find that defendants have proved, by a preponderance of the evidence, that this unreasonably delay caused prejudice to the defendants?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 185.

If your answer is no, proceed to the following question.

181. If you found the Oracle International Corp. proved, by a preponderance of the evidence, that it had an expectation of and a right to prospective economic benefit, do you find that defendants have proved, by a preponderance of the evidence, that Oracle International Corp. relinquished this right?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 185.

If your answer is no, proceed to the following question.

182. Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, that SAP America, Inc. induced, caused, directed or materially contributed to TomorrowNow, Inc.'s intentional interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

183. Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, that SAP AG induced, caused, directed or materially contributed to TomorrowNow, Inc.'s intentional interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

184. What is the dollar amount of damage that Oracle International Corp. has proved, by a preponderance of the evidence, to have suffered as a result of the intentional interference by TomorrowNow, Inc.?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to the following question.

**Negligent Interference with Prospective Economic Advantage**

Do you find that Oracle EMEA Limited has proved, by a preponderance of the evidence, each of the following?

185. Did Oracle EMEA Limited have an economic relationship with a third party that probably would have resulted in a benefit to Oracle EMEA Limited?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 203.

186. Did TomorrowNow, Inc. know or should TomorrowNow, Inc. have known of the relationship?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 203.

187. Did TomorrowNow, Inc. know or should TomorrowNow, Inc. have known that the relationship would be disrupted if it failed to act with reasonable care?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 203.

188. Did TomorrowNow, Inc. engage in wrongful conduct independent of the interference itself?

\_\_\_\_\_ Yes \_\_\_\_\_ No



If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 203.

189. Was the relationship between Oracle EMEA Limited and the third party disrupted?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 203.

190. Was TomorrowNow, Inc.'s wrongful conduct a substantial factor in causing harm to Oracle EMEA Limited?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 203.

191. Did Oracle EMEA Limited and TomorrowNow, Inc. have a "special relationship," as the term "special relationship" is explained in the Court's instructions?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 203.

192. Do you find that Oracle EMEA Limited has proved, by a preponderance of the evidence, that the injuries it sustained from TomorrowNow, Inc.'s intentional interference were sustained in California?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 203.

If your answer is no, proceed to the following question.

193. Do you find that Oracle EMEA Limited has proved, by a preponderance of the evidence, that TomorrowNow, Inc.'s intentional interference occurred in California?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 203.

194. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle EMEA Limited failed to bring this claim within two years of TomorrowNow, Inc.'s interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 197.

195. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle EMEA Limited failed to bring this claim within two years of Oracle EMEA Limited's discovery of TomorrowNow, Inc.'s interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 203.

If your answer is no, proceed to the following question.

196. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle EMEA Limited failed to bring this claim within two years of when a reasonable person would have discovered TomorrowNow, Inc.'s interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 203.

If your answer is no, proceed to the following question.

197. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle EMEA Limited engaged in unreasonable delay in bringing a claim of negligent interference with prospective economic advantage?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 199.

198. Do you find that defendants have proved, by a preponderance of the evidence, that this unreasonably delay caused prejudice to the defendants?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 203.

If your answer is no, proceed to the following question.

199. If you found the Oracle EMEA Limited proved, by a preponderance of the evidence, that it had an expectation of and a right to prospective economic benefit, do you find that defendants have proved, by a preponderance of the evidence, that Oracle EMEA Limited relinquished this right?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 203.

If your answer is no, proceed to the following question.

200. Do you find that Oracle EMEA Limited has proved, by a preponderance of the evidence, that SAP America, Inc. induced, caused, directed or materially contributed to TomorrowNow, Inc.'s negligent interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

201. Do you find that Oracle EMEA Limited has proved, by a preponderance of the evidence, that SAP AG induced, caused, directed or materially contributed to TomorrowNow, Inc.'s negligent interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

202. What is the dollar amount of damage that Oracle EMEA Limited has proved, by a preponderance of the evidence, to have suffered as a result of the negligent interference by TomorrowNow, Inc.?

Fill in the dollar amount:

\$\_\_\_\_\_

Proceed to the following question.

Do you find that Oracle USA, Inc. has proved, by a preponderance of the evidence, each of the following?

203. Did Oracle USA, Inc. have an economic relationship with a third party that probably would have resulted in a benefit to Oracle USA, Inc.?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 219.

204. Did TomorrowNow, Inc. know or should TomorrowNow, Inc. have known of the relationship?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 219.

205. Did TomorrowNow, Inc. know or should TomorrowNow, Inc. have known that the relationship would be disrupted if it failed to act with reasonable care?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 219.

206. Did TomorrowNow, Inc. engage in wrongful conduct independent of the interference itself?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 219.

207. Was the relationship between Oracle USA, Inc. and the third party disrupted?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 219.

208. Was TomorrowNow, Inc.'s wrongful conduct a substantial factor in causing harm to Oracle USA, Inc.?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 219.

209. Did Oracle USA, Inc. and TomorrowNow, Inc. have a "special relationship," as the term "special relationship" is explained in the Court's instructions?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 219.

210. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. failed to bring this claim within two years of TomorrowNow, Inc.'s interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 213.

211. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. failed to bring this claim within two years of Oracle USA, Inc.'s discovery of TomorrowNow, Inc.'s interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 219.

If your answer is no, proceed to the following question.

212. Did Oracle USA, Inc. bring this claim within two years of when a reasonable person would have discovered TomorrowNow, Inc.'s interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 219.

213. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. engaged in unreasonable delay in bringing a claim of negligent interference with prospective economic advantage?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 215.

214. Do you find that defendants have proved, by a preponderance of the evidence, that this unreasonably delay caused prejudice to the defendants?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 219.

If your answer is no, proceed to the following question.

215. If you found the Oracle USA, Inc. proved, by a preponderance of the evidence, that it had an expectation of and a right to prospective economic benefit, do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. relinquished this right?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 219.

If your answer is no, proceed to the following question.

216. Do you find that Oracle USA, Inc. has proved, by a preponderance of the evidence, that SAP America, Inc. induced, caused, directed or materially contributed to TomorrowNow, Inc.'s negligent interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

217. Do you find that Oracle USA, Inc. has proved, by a preponderance of the evidence, that SAP AG induced, caused, directed or materially contributed to TomorrowNow, Inc.'s negligent interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

218. What is the dollar amount of damage that Oracle USA, Inc. has proved, by a preponderance of the evidence, to have suffered as a result of the negligent interference by TomorrowNow, Inc.?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to the following question.

Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, each of the following?

219. Did Oracle International Corp. have an economic relationship with a third party that probably would have resulted in a benefit to Oracle International Corp.?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 235.

220. Did TomorrowNow, Inc. know or should TomorrowNow, Inc. have known of the relationship?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 235.

221. Did TomorrowNow, Inc. know or should TomorrowNow, Inc. have known that the relationship would be disrupted if it failed to act with reasonable care?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 235.



222. Did TomorrowNow, Inc. engage in wrongful conduct independent of the interference itself?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 235.

223. Was the relationship between Oracle International Corp. and the third party disrupted?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 235.

224. Was TomorrowNow, Inc.'s wrongful conduct a substantial factor in causing harm to Oracle International Corp.?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 235.

225. Did Oracle International Corp. and TomorrowNow, Inc. have a "special relationship," as the term "special relationship" is explained in the Court's instructions?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 235.

226. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle International Corp. failed to bring this claim within two years of TomorrowNow, Inc.'s interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 229.

227. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle International Corp. failed to bring this claim within two years of Oracle International Corp.'s discovery of TomorrowNow, Inc.'s interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 235.

If your answer is no, proceed to the following question.

228. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle International Corp. failed to bring this claim within two years of when a reasonable person would have discovered TomorrowNow, Inc.'s interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 235.

If your answer is no, proceed to the following question.

229. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle International Corp. engaged in unreasonable delay in bringing a claim of negligent interference with prospective economic advantage?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 231.

230. Do you find that defendants have proved, by a preponderance of the evidence, that this unreasonably delay caused prejudice to the defendants?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 235.

If your answer is no, proceed to the following question.

231. If you found the Oracle International Corp. proved, by a preponderance of the evidence, that it had an expectation of and a right to prospective economic benefit, do you find that defendants have proved, by a preponderance of the evidence, that Oracle International Corp. relinquished this right?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 235.

If your answer is no, proceed to the following question.

232. Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, that SAP America, Inc. induced, caused, directed or materially contributed to TomorrowNow, Inc.'s negligent interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

233. Do you find that Oracle International Corp. has proved, by a preponderance of the evidence, that SAP AG induced, caused, directed or materially contributed to TomorrowNow, Inc.'s negligent interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

234. What is the dollar amount of damage that Oracle International Corp. has proved, by a preponderance of the evidence, to have suffered as a result of the negligent interference by TomorrowNow, Inc.?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to the following question.

**Trespass to Chattels**

Do you find that Oracle USA, Inc. has proved, by a preponderance of the evidence, each of the following?

235. Did TomorrowNow, Inc. intentionally interfere with property in Oracle USA, Inc.'s possession?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 249.

236. Did TomorrowNow, Inc. interfere with the property without Oracle USA, Inc.'s consent?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 249.

237. Was the property harmed by TomorrowNow, Inc.'s interference?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 249.

238. Was Oracle USA, Inc. harmed?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 249.

239. Was TomorrowNow, Inc.'s interference a substantial factor in causing Oracle USA, Inc.'s harm?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 249.

240. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. failed to bring this claim within three years of TomorrowNow, Inc.'s trespass?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 243.

241. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. failed to bring this claim within three years of Oracle USA, Inc.'s discovery of TomorrowNow, Inc.'s trespass?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 249.

If your answer is no, proceed to the following question.

242. Did Oracle USA, Inc. bring this claim within three years of when a reasonable person would have discovered TomorrowNow, Inc.'s trespass?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 249.

243. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. engaged in unreasonable delay in bringing a claim of trespass to chattels?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 245.

244. Do you find that defendants have proved, by a preponderance of the evidence, that this unreasonably delay caused prejudice to the defendants?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 249.

If your answer is no, proceed to the following question.

245. Do you find that defendants have proved, by a preponderance of the evidence, that Oracle USA, Inc. relinquished its right to exclude others from interfering with its property?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to question 249.

If your answer is no, proceed to the following question.

246. Do you find that Oracle USA, Inc. has proved, by a preponderance of the evidence, that SAP America, Inc. induced, caused, directed or materially contributed to TomorrowNow, Inc.'s trespass?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

247. Do you find that Oracle USA, Inc. has proved, by a preponderance of the evidence, that SAP AG induced, caused, directed or materially contributed to TomorrowNow, Inc.'s trespass?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Proceed to the following question.

248. What is the dollar amount of damage that Oracle USA, Inc. has proved, by a preponderance of the evidence, to have suffered as a result of the trespass by TomorrowNow, Inc.?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to the following question.

**Punitive Damages**

249. Did Oracle USA, Inc. and Oracle International Corp. prove, by clear and convincing evidence, that conduct committed by TomorrowNow, Inc. violated the Computer Data Access and Fraud Act?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 252.

250. Did Oracle USA, Inc. and Oracle International Corp. prove, by clear and convincing evidence, that conduct committed by TomorrowNow, Inc. that constitutes a violation of the Computer Data Access and Fraud Act constitutes malice, oppression or fraud?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 252.

251. What amount of punitive damages did Oracle USA, Inc. and Oracle International Corp. prove, by clear and convincing evidence, Oracle USA, Inc. and Oracle International Corp. are entitled to as a result of this conduct?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to the following question.

252. Did Oracle USA, Inc. and Oracle International Corp. prove, by clear and convincing evidence, that conduct committed by SAP America, Inc. violated the Computer Data Access and Fraud Act?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 255.

253. Did Oracle USA, Inc. and Oracle International Corp. prove, by clear and convincing evidence, that conduct committed by SAP America, Inc. that constitutes a violation of the Computer Data Access and Fraud Act constitutes malice, oppression or fraud?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 255.

254. What amount of punitive damages did Oracle USA, Inc. and Oracle International Corp. prove, by clear and convincing evidence, Oracle USA, Inc. and Oracle International Corp. are entitled to as a result of this conduct?

Fill in the dollar amount:

\$\_\_\_\_\_

Proceed to the following question.

255. Did Oracle USA, Inc. and Oracle International Corp. prove, by clear and convincing evidence, that conduct committed by SAP AG violated the Computer Data Access and Fraud Act?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.



If your answer is no, proceed to 258.

256. Did Oracle USA, Inc. and Oracle International Corp. prove, by clear and convincing evidence, that conduct committed by SAP AG that constitutes a violation of the Computer Data Access and Fraud Act constitutes malice, oppression or fraud?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 258.

257. What amount of punitive damages did Oracle USA, Inc. and Oracle International Corp. prove, by clear and convincing evidence, Oracle USA, Inc. and Oracle International Corp. are entitled to as a result of this conduct?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to the following question.

258. Did Oracle USA, Inc., Oracle International Corp., and Oracle EMEA Limited prove, by clear and convincing evidence, that conduct committed by TomorrowNow, Inc. constituted intentional interference with prospective economic advantage?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 261.

259. Did Oracle USA, Inc., Oracle International Corp., and Oracle EMEA Limited prove, by clear and convincing evidence, that conduct committed by TomorrowNow, Inc. that constitutes intentional interference with prospective economic advantage constitutes malice, oppression or fraud?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 261.

260. What amount of punitive damages did Oracle USA, Inc., Oracle International Corp., and Oracle EMEA Limited prove, by clear and convincing evidence, Oracle USA, Inc., Oracle International Corp., and Oracle EMEA Limited are entitled to as a result of this conduct?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to the following question.

261. Did Oracle USA, Inc., Oracle International Corp., and Oracle EMEA Limited prove, by clear and convincing evidence, that conduct committed by SAP America, Inc. constituted intentional interference with prospective economic advantage?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 264.

262. Did Oracle USA, Inc., Oracle International Corp., and Oracle EMEA Limited prove, by clear and convincing evidence, that conduct committed by SAP America, Inc. that constitutes intentional interference with prospective economic advantage constitutes malice, oppression or fraud?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, proceed to question 264.

263. What amount of punitive damages did Oracle USA, Inc., Oracle International Corp., and Oracle EMEA Limited prove, by clear and convincing evidence, Oracle USA, Inc., Oracle International Corp., and Oracle EMEA Limited are entitled to as a result of this conduct?

Fill in the dollar amount:

\$ \_\_\_\_\_

Proceed to the following question.

264. Did Oracle USA, Inc., Oracle International Corp., and Oracle EMEA Limited prove, by clear and convincing evidence, that conduct committed by SAP AG constituted intentional interference with prospective economic advantage?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, stop here, answer no further questions, and have the presiding juror sign and date this form.

265. Did Oracle USA, Inc., Oracle International Corp., and Oracle EMEA Limited prove, by clear and convincing evidence, that conduct committed by SAP AG that constitutes intentional interference with prospective economic advantage constitutes malice, oppression or fraud?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is yes, proceed to the following question.

If your answer is no, stop here, answer no further questions, and have the presiding juror sign and date this form.

266. What amount of punitive damages did Oracle USA, Inc., Oracle International Corp., and Oracle EMEA Limited prove, by clear and convincing evidence, Oracle USA, Inc., Oracle International Corp., and Oracle EMEA Limited are entitled to as a result of this conduct?

Fill in the dollar amount:

\$ \_\_\_\_\_.

Have the presiding juror sign and date this form.

Signed: \_\_\_\_\_  
Presiding Juror

Dated: \_\_\_\_\_